

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM378546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nest Fragrances, LLC		10/01/2012	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	NF Brands, LLC		
Street Address:	3 East 54th Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3769261	NEST	
Registration Number:	4290005	NEST	
Registration Number:	4182702	NEST FRAGRANCES	
Registration Number:	4280633	N E S T FRAGRANCES	
Registration Number:	4290004	MELT	
Registration Number:	4277395	MELT BY NEST FRAGRANCES	
Registration Number:	4125934	SPRIG	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5132412324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	NEST-1-122		

OP \$190.00 3769261

NAME OF SUBMITTER:	Theodore R. Remaklus
SIGNATURE:	/theodore r remaklus/
DATE SIGNED:	03/30/2016
Total Attachments: 2 source=Assignment (nest fragrances to nf brands - executed)#page1.tif source=Assignment (nest fragrances to nf brands - executed)#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of OCT. 1, 2012 ("Effective Date") by and among **Nest Fragrances, LLC**, a New York limited liability company ("Assignor") and **NF Brands, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks set forth in Schedule A ("Marks"), together with common law rights therein and the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is used ("Goods and Services"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks together with all common law rights and the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark; and (4) the right to renew any trademark application or registration related to the Mark.

2. Assignor hereby authorizes the Commissioner of Trademarks to transfer all registrations and applications for the Mark to Assignee as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee all registrations which may issue with respect to any pending applications.

3. Assignor hereby agrees to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Mark to Assignee. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Agreement has been executed as of the Effective Date.

Nest Fragrances, LLC

Signature: _____

Andrew R. Tarshis

Name: _____

Andrew R. Tarshis

Title: _____

C.O.O.

SCHEDULE A

United States

<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>
NEST	77978698	3769261
NEST	85476817	4290005
NEST FRAGRANCES (Stylized)	85486101	4182702
NEST FRAGRANCES (Stylized)	85486053	4280633
MELT	85476758	4290004
MELT BY NEST FRAGRANCES	85978242	4277395
SPRIG	77904004	4125934